

**COLE, SCHOTZ, MEISEL,
FORMAN & LEONARD, P.A.**

A Professional Corporation

Court Plaza North

25 Main Street

P.O. Box 800

Hackensack, New Jersey 07602-0800

(201) 489-3000

(201) 489-1536 Facsimile

Michael D. Sirota, Esq.

Ilana Volkov, Esq.

Proposed Attorneys for

Debtors-in-Possession

— 100 —

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW JERSEY
CASE NOS. 07-15183 through 07-

Chapter 11

In re:

INTEGRAL NUCLEAR ASSOCIATES,
LLC, *et al.*,

Debtors-in-Possession.

**SUPPLEMENTAL AFFIDAVIT OF
RONALD J. LISSAK IN SUPPORT OF
THE DEBTORS' MOTION FOR AN
ORDER AUTHORIZING THEM TO USE
CASH COLLATERAL**

RONALD J. LISSAK, of full age, being duly sworn according to law, upon his oath deposes and states:

1. I am the Chief Executive Officer and sole member of Integral Nuclear Associates, LLC (“INA”), a New Jersey limited liability company. I also am the sole shareholder, Chief

Executive Officer and/or direct or indirect Manager and/or Member of the following affiliated entities (which, together with INA, collectively shall be referred to as the “Debtors”):

Abington Nuclear Imaging, LLC (“Abington”)
Adirondack PET Associates, LLC (Adirondack”)
Atwood Nuclear Imaging, LLC (“Atwood”)
Chester County PET Associates, LLC (“Chester”)
Doylestown PET Associates, LLC (“Doylestown”)
Englewood PET Associates, LLC (“Englewood”)
Forest Hills PET Associates, LLC (“Forest Hills”)
Havertown PET Associates, LLC (“Havertown”)
Imaging Technology Associates, LLC (“ITA”)
Integral Financial Corporation (“IFC”)
Integral Advisory Associates, LLC (“Integral Advisory”)
Integral Mobile PET Associates, LLC (“IMPA”)
Integral Mobile PET/CT, LLC (“Integral Mobile”)
Integral PET Associates, LLC (“IPA”)
Integral PET Holdings, LLC (“Integral PET Holdings”)
Integral PET Holdings II, LLC (“Integral PET Holdings II”)
ITA Holdings, LLC (“ITA Holdings”)
Limerick PET Associates, LLC (“Limerick”)
Meadowbrook PET Associates, LLC (“Meadowbrook”)
Mobile PET/CT Associates, LLC (“Mobile PET/CT”)
Nuclear Management, Inc. f/k/a Integral PET Center, Inc. (“NMI”)
Pennsylvania PET Associates, LLC (“PA PET”)
R.J. Management Associates, LLC (“RJM”)
Wyoming Valley PET Associates, LLC (“Wyoming”).

2. As such, I am generally familiar with the Debtors’ day-to-day operations, business affairs and records, and am authorized to make this Supplemental Affidavit on the Debtors’ behalf. I make this Supplemental Affidavit in further support of the Debtors’ motion for authority to use cash collateral pursuant to 11 U.S.C. §§ 361 and 363.

I. INTRODUCTION

3. On April 15, 2007, as to INA, and April 16, 2007, as to the balance of the Debtors (collectively, the “Filing Date”), the Debtors filed Chapter 11 petitions. Since the Filing Date, the Debtors have remained in possession of their assets and have continued management of their businesses pursuant to Sections 1107 and 1108 of the Bankruptcy Code.

4. On April 16, 2007, I filed an Affidavit in support of the Debtors' "First Day Motions" (the "Original Affidavit"). The purpose of this Supplemental Affidavit is to correct Paragraph 25 of the Original Affidavit and to provide additional information regarding the Mobiel PET/MarCap Lease.¹

5. In Paragraph 25 of the Original Affidavit, I state that the Debtors reasonably believe the fair market value of the camera subject to the Philips Integral Mobile Lease is approximately \$800,000.00. Since the filing of the Original Affidavit, I have had conversations with representatives of Philips wherein they advised me that were they to sell that type of camera - a 16 Slice PET/CT camera (the "Integral Mobile Camera")- they would sell it for a price of \$1.3 million.² Additionally, since the filing of the Original Affidavit, it has come to my attention that the value of the equipment subject to Philips' security interest stated in the Original Affidavit did not include the trailer in which the Integral Mobile Camera is located. That trailer, the Debtors reasonably believe, is worth approximately \$200,000.00. Thus, the Debtors reasonably believe that the value of all the equipment subject to the Philips Integral Mobile Lease actually is at least \$1.2 million.

6. Additionally, with respect to the Mobile PET/MarCap Lease referenced in Paragraph 27 of the Original Affidavit, I wish to highlight that pursuant to Equipment Lease Schedule No. 1, there is a holdback of 20% of "Total Cost of Equipment" for a period of 24 months following the commencement of the Lease Schedule. The "Total Cost of Equipment" was \$2,200,213.00.

¹ All capitalized terms used but not defined herein shall have the meaning ascribed to them in the Original Affidavit.

² The original purchase price of the Integral Mobile Camera was approximately \$1.8 million.

I swear that the foregoing statements mad by me are true. I am aware that if any of these statements are willfully false, I am subject to punishment.

/s/ Ronald J. Lissak

RONALD J. LISSAK

Sworn and subscribed to
before me this 7th day of
May, 2007

/s/ Ilana Volkov

Ilana Volkov

Attorney-at-Law of the
State of New Jersey